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THE LEASING OF SCHOOL LANDS IN ALASKA

This pamphlet contains rules and regulations in regard to the leasing of school lands in Alaska, the Act of Congress, approved March 4, 1915, and Chapter 61, Alaska Session Laws, 1917, both relating to school lands, and under which such rules and regulations are promulgated. The approved form of application for a lease of such school lands and of the lease itself will also be found within; also a form of application for the appraisal and sale of timber on certain school lands.

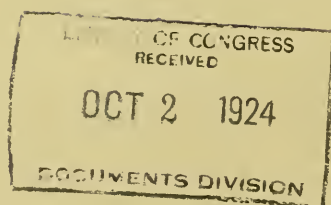


JUNEAU, ALASKA

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CHAPTER 181

AN ACT

To Reserve Lands to the Territory of Alaska for Educational Uses, and for Other Purposes.

Be It Enacted by the Senate and House of Representatives of the United States of America in Congress Assembled:

That when the public lands of the Territory are surveyed, under direction of the Government of the United States, sections numbered sixteen and thirty-six in each township in said Territory shall be, and the same are hereby, reserved from sale or settlement for the support of common schools in the Territory of Alaska; and section thirty-three in each township in the Tanana Valley between parallels sixty-four and sixty-five north latitude and between the one hundred and forty-fifth and the one hundred and fifty-second degrees of west longitude (meridian of Greenwich) shall be, and the same is hereby, reserved from sale or settlement for the support of a Territorial agricultural college and school of mines when established by the Legislature of Alaska upon the tract granted in section two of this Act: Provided, that where settlement with a view to homestead entry has been made upon any part of the sections reserved hereby before the survey thereof in the field, or where the same may have been sold or otherwise appropriated by or under the authority of any Act of Congress, or are wanting or fractional in quantity, other lands may be designated and reserved in lieu thereof in the manner provided by the Act of Congress of February twenty-eighth, eighteen hundred and ninety-one (Twenty-sixth Statutes, page seven hundred and ninety-one): Provided, further, That the Territory may, by general law, provide for leasing said land in area not to exceed one section to any one person, association, or corporation for not longer than ten years at any one time: And provided further, That if any of said sections, or any part thereof, shall be of known mineral character at the date of acceptance of survey thereof, the reservation herein made shall not be effective or applicable, but the entire proceeds or income derived by the United States from such sections sixteen and

thirty-six and such sections thirty-three in each township in the Tanana Valley area hereinbefore described, and the minerals therein, together with the entire proceeds or income derived from said reserved lands, are hereby appropriated and set apart as separate and permanent funds in the Territorial treasury, to be invested and the income from which shall be expended only for the exclusive use and benefit of the public schools of Alaska or of the agricultural college and school of mines, respectively, in such manner as the Legislature of Alaska may by law direct.

Sec. 2. That section numbered six, in township numbered one south of the Fairbanks base line and range numbered one west of the Fairbanks meridian; section numbered thirty-one, in township numbered one north of the Fairbanks base line and range numbered one west of the Fairbanks meridian; section numbered one, in township numbered one south of the Fairbanks base line and range numbered two west of the Fairbanks meridian; and section numbered thirty-six, in township numbered one north of the Fairbanks base line and range numbered two west of the Fairbanks meridian, be, and the same are hereby, granted to the Territory of Alaska, but with the express condition that they shall be forever reserved and dedicated to use as a site for an agricultural college and school of mines: Provided, That nothing in this Act shall be held to interfere with or destroy any legal claim of any person or corporation to any part of said lands under the homestead or other law for the disposal of the public lands acquired prior to the approval of this Act: Provided further, That so much of the said land as is now used by the Government of the United States as an agricultural experiment station may continue to be used for such purpose until abandoned for that use by an order of the President of the United States or by Act of Congress.

Approved, March 4, 1915.

ALASKA SESSION LAWS, 1917, CHAPTER 61
AN ACT

(H. B. 76)

To provide for the leasing of school lands reserved under the Act of Congress, dated March 4, 1915, Chapter 181, Section 1, providing a minimum rental therefor, and authorizing the Governor and Secretary of the Territory to formulate rules and regulations.

Be it enacted by the Legislature of the Territory of Alaska:

Section 1. The Governor and Secretary of the Territory of Alaska shall offer and are authorized to lease all lands surveyed and reserved under the Act of Congress of the United States, dated March 4, 1915, Chapter 181, Section 1, which lease shall be made by the said Governor and Secretary in accordance with the powers granted the Territory in the above referred-to Act.

Section 2. Any lessee of lands covered by the lease above specified shall pay to the Territory of Alaska to be deposited in its School fund, a sum to be fixed by the Governor and Secretary of the Territory.

Section 3. No lease issued under authority of this Act shall be assigned or sublet without the consent of the Governor and Secretary of the Territory.

Section 4. Any such lease may be forfeited or canceled in a proper proceeding in a court of competent jurisdiction whenever the lessee fails to comply with any of the provisions of the law or of the general regulations promulgated Under this Act, and the lease may provide for the enforcement of other appropriate remedies for breach of specified conditions thereof.

Section 5. All applicants for a lease shall make an application under oath, describing the ground sought to be leased, stating the conditions thereof, whether the same is tillable or covered with valuable forest, definitely describing the nature of the trees growing thereon, if any such there be, and stating the use which the applicant intends to make of the ground sought to be leased. Said application is to be made according to the regulations prescribed by the Governor and Secretary.

Section 6. All statements, representations or reports required either under this Act or under rules

and regulations formulated hereunder, by the Governor and Secretary of the Territory unless otherwise specified, by the said Governor and Secretary shall be upon oath and in such form and upon such blank as the said Governor and Secretary may require, and any person making false oath, representation or report shall be guilty of perjury.

Section 7. The Governor and Secretary of Alaska are authorized to prescribe the necessary and proper rules and regulations and to do any and all things necessary to carry out and accomplish the purposes of this Act.

Approved May 3, 1917.

REGULATIONS

Under Chapter 61, Alaska Session Laws 1917.

1. Any person, association or corporation can lease lands under this Act.

2. Not more than one section of land will be leased to any one person, association or corporation at any one time.

3. Lands will be leased in legal subdivisions only. Forty-acre tracts will not be further subdivided.

4. Each application must be accompanied by a deposit of an amount to be fixed in each instance by the Governor of Alaska or the Secretary of the Territory.

5. Persons leasing lands shall pay all rents to the Secretary of the Territory in advance.

6. The Territory has a right to reject any or all applications for any lands under the Act.

7. No lessee shall remain in possession of lands or improvements thereon after the expiration of his lease without the written consent of the Governor or Secretary of Alaska.

8. No lessee shall sublease or rent any lands, or portions thereof, held by him under this Act without the written consent of the Governor and Secretary of the Territory.

9. That the various rentals for grazing and farming lands shall be fixed by the Governor or Secretary of Alaska.

APPLICATION NO.....

APPLICATION FOR APPRAISEMENT AND
SALE OF TIMBER ON SCHOOL LANDS.

To the Governor of Alaska, Juneau, Alaska:

The subscriber hereto respectfully applies for the
Appraisement and Sale of Timber on Lands situate
in the of Sec. Twp.
R. of the Meridian, containing
acres; and herewith incloses a for the
sum of dollars, to cover the deposit re-
quired; and furthermore, under oath makes answer to
the questions required, and herein contained, to-wit:
Is any person living on the land, or is it occupied in
part or under lease?
If so, give name and postoffice address of the occu-
pant or lessee
Are there any improvements whatever on the land,
giving character of improvements, if any, and their
estimated value?
.....
.....

Give name and postoffice address of owner of im-
provements
What is the character, value and extent of the timber
applied for?
.....
.....

Kind feet. Value \$.....
Kind feet. Value \$.....
Kind feet. Value \$.....
Other timber feet. Value \$.....
Total value of timber on land \$.....
State number of acres in tract, with merchantable
timber thereon

How long a lease do you want?

Dated at this day of
19.....

.....
Applicant.
.....

Postoffice Address.

Subscribed and sworn to before me this

day of _____, A. D. 19_____

APPLICATION TO LEASE SCHOOL LANDS IN
THE TERRITORY OF ALASKA.

To the Governor of Alaska, Juneau, Alaska:

Sir: The undersigned, _____,
residing at _____, hereby applies to lease
the following land, to-wit: _____, Sec. _____
Twp. _____, R. _____ of the _____ Meri-
dian, containing _____ acres, for a term of _____
years. I herewith inclose a _____ for the sum
of _____ (\$_____) dollars.

Answer questions fully.

For what precise purpose is the land wanted? _____

How many acres for agricultural purposes? _____

How many acres for grazing purposes? _____

State in a general way the character of improvements
you intend placing on the land, and their approxi-
mate values _____

Are there any improvements now on the land sought
to be leased? _____

By whom are such improvements claimed or owned,
if by any one? _____

Can the land be irrigated? _____ Does the land
have water for stock? _____ What do lands in
this locality lease for per acre? _____ Do you in-
tend to make your home on this land? _____ How
many acres of land have you under lease from the
Territory? _____ How long a lease do you
want? _____

Dated at _____, Alaska, this _____
day of _____, 19_____

Sign here _____

_____ Dollars must accompany this application.

P. O. Address _____

Subscribed and sworn to by said _____

..... before me this day of, 19.....

(Seal)

NOTE: All remittances should be made payable to the Secretary of Alaska. Personal checks and Canadian money not accepted.

LEASE OF SCHOOL LANDS

THIS INDENTURE OR LEASE, made and entered into this day of, 19....., by and between the Governor and Secretary of the Territory of Alaska, acting for and on behalf of said Territory, party of the first part, under and pursuant to Chapter 61, of the Laws of Alaska, approved May 3, 1917, entitled: "An Act to provide for the leasing of school lands reserved under the Act of Congress, dated March 4, 1915, Chapter 181, section providing a minimum rental therefor, and authorizing the Governor and Secretary to formulate rules and regulations," hereinafter called the Lessor, and....., party of the second part, hereinafter called the Lessee, WITNESSETH: That

WHEREAS, Said party of the second part has made written application to lease certain lands of said Territory for

.....purposes, and described as follows, namely:.....

Section..... Twp..... Range.....
of the..... Meridian, containing..... acres,
more or less, said lands being reserved by the United States to the Territory of Alaska for educational uses and other purposes, with the right to said Territory to lease the same upon certain conditions and under certain regulations.

NOW, THEREFORE, The said Territory of Alaska, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the said party of the second part, (his heirs, executors, administrators, and assigns) and (its successors and assigns)
a money consideration hereinafter named, doth hereby lease and demise the land described as aforesaid unto the said.....party of the

second part hereto for the period of.....

TO HAVE AND TO HOLD, the aforesaid described premises, with the appurtenances, unto the said party of the second part, (his heirs, executors, administra-

(its successors and assigns)

tors and assigns) for a term of.....years, from the.....day of.....in the year of

our Lord, one thousand nine hundred and.....

subject, however, to the terms and conditions provided in this lease. And the said party of the second part in consideration of the leasing of the premises aforesaid, by the party of the first part, to the said party of the second part, does covenant and agree with the said party of the first part, to pay unto the Territory of Alaska the sum of.....Dollars annually in advance, as yearly rental for said lands.

IT IS FURTHER COVENANTED AND AGREED, that all coal, oil, gas and other minerals, and all deposits of stone valuable for building, mining or other commercial purposes are excepted from the operations of this lease, and the lessee shall not open any mine or quarry, or work or dig any ore, coal, oil, gas or stone from any mine or any stone quarry, situate on said land, or that may be discovered thereon during the life of this lease.

IT IS FURTHER COVENANTED AND AGREED, that the lessee shall not waste, cut, take or remove from the lands herein described any timber or wood, unless he has first established his actual home thereon and then only such as may be actually necessary for domestic use or to clear the land for actual cultivation, not to exceed five (5) acres of land at any one time, until such five (5) acres is thoroughly prepared and ready for cultivation.

IT IS FURTHER UNDERSTOOD AND AGREED, that said second party shall commit no waste upon said lands, under penalty of forfeiture of the lease.

IT IS FURTHER COVENANTED AND AGREED, that this lease shall not be assigned or sublet without the consent, in writing, of the Governor and Secretary of the Territory; that the lease may be forfeited or cancelled in a proper proceeding in a court of competent jurisdiction whenever the lessee fails to comply with any of the provisions of the law under which this lease is given, except in the alternative, in case of the non-payment of rent, as hereinafter set forth.

And the party of the second part, expressly agrees

that if the rental, mentioned above, shall not be paid annually in advance, such non-payment shall work a forfeiture of the lease at the option of the Governor and Secretary of the Territory after sixty (60) days notice to the lessee herein, sent to his postoffice address as given in this lease and the said Territory of Alaska by its agents or employes, in the event of a forfeiture of the lease for a non-payment of the rent, in advance, shall thereupon and immediately have a right to re-enter and take possession of said demised premises and the lessee herein agrees peacefully thereupon to vacate the same.

IT IS FURTHER UNDERSTOOD, COVENANTED AND AGREED, that if the lessee herein does not wish to renew this lease, he has the privilege of disposing of, or removing, such of his improvements as are capable of removal without damage to the land at any time within.....days from the expiration of this lease, after which period all improvements that remain shall become the property of the Territory.

That the following facts, stated and sworn to by the lessee in his Application for said lease, are material to the granting of this lease, and that the granting of said lease is dependent upon them; and that they are a part of the consideration for said lease:.....

IN WITNESS WHEREOF, the Territory of Alaska, Lessor, acting by and through the Governor of Alaska and the Secretary of Alaska, lawfully authorized thereunto, has caused these presents to be executed at Juneau, in quintuple, under the Great Seal of the Territory, by the Governor and Secretary of Alaska aforesaid, and the said Lessee has hereunto set his hand and executed said instrument in quintuple, on this.....day of.....19.....

SIGNED, SEALED AND DELIVERED in the presence of us as witnesses:

Witness.....

Residence.....

Witness.....

Residence.....

.....(Seal)

Governor of Alaska
Acting for and on behalf of the
Territory of Alaska herein.

Witness.....
Residence.....
Witness.....
Residence.....
..... (Seal)

Secretary of Alaska
Acting for and on behalf of the
Territory of Alaska herein.

Witness.....
Residence.....
Witness.....
Residence.....
..... (Seal)
..... Lessee
..... Postoffice Address

UNITED STATES OF AMERICA,
Territory of Alaska,

ss.

BE IT REMEMBERED that on this.....day
of.....A. D. 19....., before me, the un-
dersigned, duly commissioned and sworn, personally
appeared.....to me personally
known to be one of the persons described in and who
executed the within instrument, and the said.....
....., acknowledged to me that he
signed and executed the same freely and voluntarily
for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set
my hand and affixed my official seal, the day and
year in this certificate first above written.

.....



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